

## **IC 27-13-15**

### **Chapter 15. Protection Against Insolvency; Hold Harmless**

#### **IC 27-13-15-1**

##### **Contract requirements; enrollee coverage; payment of provider; application**

Sec. 1. (a) A contract between a health maintenance organization and a participating provider of health care services:

- (1) must be in writing;
- (2) may not prohibit the participating provider from disclosing:
  - (A) the terms of the contract as it relates to financial or other incentives to limit medical services by the participating provider; or
  - (B) all treatment options available to an insured, including those not covered by the insured's policy;
- (3) may not provide for a financial or other penalty to a provider for making a disclosure permitted under subdivision (2); and
- (4) must provide that in the event the health maintenance organization fails to pay for health care services as specified by the contract, the subscriber or enrollee is not liable to the participating provider for any sums owed by the health maintenance organization.

(b) An enrollee is not entitled to coverage of a health care service under a group or an individual contract unless that health care service is included in the enrollee's contract.

(c) A provider is not entitled to payment under a contract for health care services provided to an enrollee unless the provider has a contract or an agreement with the carrier.

(d) This section applies to a contract entered, renewed, or modified after June 30, 1996.

*As added by P.L.26-1994, SEC.25. Amended by P.L.195-1996, SEC.7; P.L.192-1996, SEC.3.*

#### **IC 27-13-15-2**

##### **Contract requirements not met; collection of money owed by health maintenance organization prohibited**

Sec. 2. If:

- (1) the contract between a health maintenance organization and a participating provider has not been reduced to writing as required by this chapter; or
- (2) the contract fails to contain the provision required by section 1(a)(4) of this chapter;

the participating provider may not collect or attempt to collect from the subscriber or enrollee any sums that are owed by the health maintenance organization.

*As added by P.L.26-1994, SEC.25. Amended by P.L.203-2001, SEC.25.*

#### **IC 27-13-15-3**

##### **Actions against subscribers; costs and attorney's fees**

Sec. 3. (a) A:

(1) participating provider; or

(2) trustee, an agent, a representative, or an assignee of a participating provider;

may not bring or maintain any legal action against a subscriber or an enrollee of a health maintenance organization to collect sums owed by the health maintenance organization.

(b) Except as provided in subsection (c), if a participating provider of a health maintenance organization brings or maintains a legal action against a subscriber or enrollee for an amount owed to the participating provider by the health maintenance organization, the participating provider is liable to the subscriber or enrollee for costs and attorney's fees incurred by the subscriber or enrollee in defending the legal action.

(c) A participating provider shall not be liable to the subscriber or enrollee for costs and attorney's fees described in subsection (b) if the participating provider can demonstrate a reasonable basis for believing at the time the legal action was brought and while the legal action was maintained that the health maintenance organization did not owe the sums the participating provider sought to collect from the subscriber or enrollee.

*As added by P.L.26-1994, SEC.25. Amended by P.L.203-2001, SEC.26.*